AWARD DATA

Orders May Be Placed Through 9/8/05

Red Tree Vole Surveys, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

BLM OR/WA, Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service

BLM Contract No.:

HAC025S00

Contractor:

Steve Holmes Forestry, 2045 McKinley St., Eugene, OR 97405

BLM contact:

Myrna Jungling, Contracting Officer 503-808-6225

Contractor contact:

Steve Holmes, Phone 541-343-6978, FAX 541-343-2670

For contractor's technical approach, Section J - Classification and Wages of Government Employees, Wage Determination, Maps or Survey Protocol For The Red Tree Vole Version 2.0 Contact:

Lorrie Gleghorn, 503-808-6230

SECTION B - SCHEDULE OF ITEMS

This is a three-year indefinite quantity/indefinite delivery contract for Red Tree Vole Surveys to include tree climbing. The quantities listed are the estimated amounts of acres and trees to be climbed anticipated to be ordered by the Bureau of Land Management throughout the contract. In accordance with Department of the Interior and Related Agencies Appropriation Act, 2001, Public Law 106-291, Contracting Officers from the Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service are hereby authorized to issue task orders against this contract. Offerors shall enter a unit price for each subitem listed below, then multiply the unit price by the estimated quantity to obtain the total amount. These prices will be used to determine the price for each task order. See Section F, Clause F.3.0.

Sub- item	<u>Description</u>	Est. <u>Qty.</u>	<u>Unit</u>	Unit <u>Price</u>	Total <u>Amount</u>
A	Red Tree Vole Surveys	15000	AC	\$_13.00	\$195,000.00
В	Tree Climbing	5000	TR	\$ 52.00	\$260,000.00
		TOTAL - SUBITEMS A A	AND B		\$ <u>455,000.00</u>

AC = Acre

Est. = Estimated

Qty. = Quantity

TR = Tree

PERFORMANCE TIME:

Subitem A: One (1) calendar day for each 60 acres per task order. Subitem B: One (1) calendar day for each 20 trees per task order.

ESTIMATED START WORK DATE: August 20, 2002

SECTION B - SCHEDULE OF ITEMS (continued)

ANNUAL ECONOMIC PRICE ADJUSTMENT: Offerors wishing to propose revised prices in successive years shall state in the spaces below the economic price adjustment percentages to be used by the Government to compute future year prices, to be effective for the second and third year. For instance, a 3% economic price adjustment factor is shown as 3% (rather than 103% or 1.03). Note that the economic price adjustment percentage can be either negative or positive. The factors stated will be compounded annually. If no percentage is entered, future year prices will be the same as base year prices. Offeror's economic price adjustment percentage(s):

2nd	Year	
3rd	Year	

MINIMUM GUARANTEE: The minimum guarantee under this contract is \$25,000.

EVALUATION FOR AWARD: For evaluation purposes only, award will be based on the total of the base year plus the economic price adjustment percentages for the additional years. The Government will make award on an all or none basis in accordance with Section L, Instructions, Conditions and Notices to Offeror, Clause 52.215-1, Instructions to Offerors--Competitive Acquisition and Section M, Evaluation and Award Factors.

After award, task orders may be placed by the Government. All task orders will be placed no later than four years after contract award. The date of the order placed by the Government will determine the prices for each year as specified above. The total value of all task orders will not exceed \$500,000.

The Sample Task Order (See Section J) is a sample order and given for illustration only.

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

REFER TO SECTION I, CLAUSES 52.216-18 ORDERING, 52.216-19 TASK ORDER LIMITATIONS, AND 52.216-22 INDEFINITE QUANTITY.

CONTRACTOR SHALL PROVIDE A TECHNICAL PROPOSAL IN ACCORDANCE WITH THE FORMAT AND CONTENT AS OUTLINED IN SECTION L.

SECTION C - SPECIFICATIONS APPLICABLE TO RED TREE VOLE SURVEYS

C.1.0 GENERAL

C.1.1 <u>Description of Work</u>

- C.1.1.1 The Bureau of Land Management (BLM) is acquiring red tree vole surveys on selected sites on BLM lands. The work consists of collecting field data on red tree voles on sites primarily located in southwestern Oregon.
- C.1.1.2 All work shall be done as directed in the latest version of the current SURVEY PROTOCOL FOR THE RED TREE VOLE (*Arborimus longicaudus*)" Version 2.0, dated February 18, 2000 (BLM Instruction Memorandum No OR-2000-037) (See Exhibit in Section J).

C.1.1.3 Subitem A - Red Tree Vole Surveys

- a. One complete protocol visit is required to each survey area identified in maps provided in each task order.
- b. The BLM has approximately 15,000 acres to be surveyed. The indefinite quantities feature of this contract provides the ability to order additional acres of surveys up to the maximum specified dollar amount of the contract through the issuance of task orders.
- c. Data shall be collected on red tree vole nests and plant communities in surveyed habitat. Survey forms, and maps showing locations of red tree vole nests, unknown nests, and survey transects shall be completed. (See Section J for protocol field forms).
- d. Provide the BLM with: 1) maps showing survey transects, all red tree vole nest and resin duct locations, and unknown nest locations; 2) GPS information for all red tree vole locations; 3) completed survey forms of all areas surveyed.

C.1.1.4 **Subitem B - Tree Climbing**

- a. Climbing shall be performed after project area(s) surveys have been completed and accepted under Subitem A.
- b. The BLM estimates 5,000 trees to be climbed. The indefinite quantities feature of this contract provides the ability to order additional trees to be climbed up to the maximum specified dollar amount of the contract through the issuance of task orders.

- c. The COR shall designate trees to be climbed based on red tree vole survey results.
- d. Designated trees shall be climbed to inspect nests for evidence of red tree voles.
- C.1.2 <u>Location of Work</u> Field surveys shall be performed primarily in southwestern Oregon, within 100 miles of the Medford District office. Survey area boundaries are not physically marked. Maps and aerial photos of survey areas will be provided. Much of the terrain is steep, has dense brush, and can be very difficult to walk through.

C.1.3 Access

- C.1.3.1 Some areas do not have direct road access and walk-ins shall be required. A four-wheel-drive vehicle may be needed to gain access to some of the survey areas.
- C.1.3.2 Contractors accessing project areas via private land shall obtain permission from the landowner to travel over private lands before proceeding to start work on any project unit accessed through private land. The Contractor shall provide the Government a written statement or written documentation of verbal approval given by a named person on a stated date and time, that the Contractor has been granted permission to travel over private lands.
- C.1.3.3 Locked gates restricting access are noted on the project maps. Keys to locked BLM gates restricting access will be issued to the Contractor. All gate keys for each task order shall be returned before the final payment for that task order is made. The Contractor shall be responsible for the cost of replacement gate keys and locks if keys are not returned.
- C.1.4 <u>Prework Conference</u> The Contracting Officer's Representative (COR) will arrange a Prework conference after the contract is awarded, to ensure a clear understanding of the scope of the contract, documentation requirements, and inspection and payment schedules.

C.2.0 DEFINITIONS

<u>Base (reference, control) Station</u>: A GPS receiver set up at a known location; that is, a point whose Universe Transverse Mercator (UTM) coordinates and elevation is known.

<u>CEP (circular error probable, two-dimensional)</u>: Statistical measure of accuracy. It implies the probability that 50% of the positions obtained will fall within a circle of the specified radius.

<u>Data Dictionary</u>: An attribute table of information associated with the GPS coordinate

GPS: Global Positioning System

<u>PDOP</u> (<u>Position Dilution of Precision</u>): PDOP is an indicator of the satellite's geometry in relation to the user's GPS receiver location. The smaller the number the better the geometry; therefore, the more accurate the position.

<u>Survey Protocol</u>: Specific instructions explaining how to perform standardized species field searches and data collection.

C.3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

- C.3.1 The Contractor shall furnish all labor, equipment, crew supervision, transportation, supplies (except those designated as Government-furnished) and incidentals, and perform all work necessary to conduct red tree vole surveys and climb Government-designated trees, in compliance with the terms, specifications, conditions, and provisions of this contract.
- C.3.2 Specifically, but not necessarily all inclusive, furnish:
 - a. Protective covering for aerial photos (large heavy gauge "zip loc" freezer bags).
 - b. Wide-lined permanent marking pens for marking flagging and baggies.
 - c. Hand lens (minimum magnification 10 X).
 - d. Plastic zip-lock baggies for the collection of resin ducts.
 - e. GPS unit compatible with Pathfinder Software and capable of two to five meter CEP.
 - f. Flagging (color(s) will be designated in the Prework Conference).
 - g. Staple hammers and ½ inch staples.
 - h. Hammer, aluminum nails
 - i. Four-inch aluminum tree tags
 - j. Compasses.
 - k. Clinometers.
 - 1. Red Tree Vole survey training (Contractor shall provide this training).
 - m. Climbing gear (for climbing trees).
 - n. Diameter at Breast Height (DBH) tape.

C.4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

- C.4.1 The Government will furnish to the Contractor the following materials, supplies, property or services:
 - a. Transportation map of Medford BLM Resource Areas showing roads and boundaries (two copies).
 - b. SURVEY PROTOCOL FOR THE RED TREE VOLE (*Arborimus longicaudus*)" Version 2.0 (included in the contract).
 - c. Aerial photos showing project areas needing surveys (one copy).
 - d. Contour maps of each unit showing survey area (one copy).

- e. Keys for BLM gates.
- f. Field form for survey data (one copy).
- g. Miscellaneous observation form (one copy).
- h. Data dictionary for GPS data collection.
- i. RTV Tree tags (fiber or aluminum)
- C.4.2 The Contractor shall be liable for all loss or damage of such Government-furnished property until completion and final acceptance of work. All items will be available during normal working hours 8 am 4:30 pm, Monday through Friday, from the COR at the Medford District Office, 3040 Biddle Road, Medford, OR 97504.

C.5.0 SPECIFIC TASKS

C.5.1 Subitem A - Red Tree Vole Surveys

C.5.1.1 Field Work

- a. Project areas shall be surveyed for red tree voles using the "Line Transect Survey Method" as described in the latest version of SURVEY PROTOCOL FOR THE RED TREE VOLE (*Arborimus longicaudus*)".
- b. Project boundaries will not be physically identified on the ground. Areas to be surveyed without on-ground identification shall be surveyed by approximating the boundary location from Government-provided maps and photos.
- c. All survey area entry points and routes shall be flagged. Flagging shall be hung inter-visibly (each flag at least two feet in length and easily visible from the previous and following flags) along the survey transect lines with a maximum distance of 50 feet between flags. Routes shall be marked with flagging color designated by the Government. Start and end transect points shall be double flagged, and all road crossings flagged. Flagging identifying take-off points, start and end of transects, shall be clearly marked with a permanent marker, the species surveyed for "RTV", date, and surveyor initials. Record compass bearings on start of transect flags.
- d. When a evidence of a red tree vole nest is found, the nest tree or nearest presumed nest tree shall be tagged with three tags five feet above ground. The tags shall have "RTV", date, surveyor initials, date, tree identification number clearly inscribed on it, and nailed to the tree. Provide GPS locations collected with a GPS unit capable of two to five meter CEP for all red tree vole nests. At the discretion of the COR, survey units with a high density of red tree voles may have GPS requirements reduced.
- e. When evidence of a red tree vole nest is found, collect and submit a sample of the resin ducts. Resin ducts shall be collected in a plastic zip-lock baggie. The baggie shall be clearly labeled with date, location (tree ID#), and surveyor initials.

These samples of resin ducts shall be submitted to the COR with completed survey forms and maps (See C.5.1.2.e).

- f. Trees with unknown nests shall be flagged around the tree with the specified flagging and tagged with a four-inch aluminum tag, labeled as an unknown nest, numbered, and mapped.
- g. Distance and bearing to red tree vole nest trees and located unknown nest trees, shall be written on a second flagging color to be determined by the Government, and tied with the transect flagging.
- h. Surveys shall not be conducted under inclement weather conditions such as precipitation, fog, and snow which would reduce the visibility of nests and/or resin ducts. Surveys shall not be done at times of day when low light conditions reduce visibility into and through the tree canopy.

C.5.1.2 Documentation

- a. All red tree vole surveys shall be recorded on protocol survey forms (See Section J). Survey data shall be recorded for every survey area, and survey forms completed even if evidence of red tree voles is not found.
- b. Locations of red tree vole nests or resin ducts, and unknown nests, corresponding tree number, and survey routes shall be accurately mapped on 20-foot contour maps with sufficient detail to allow BLM to locate the sites. If the Project Inspector (PI) finds that the red tree vole nest location was not accurately mapped or GPSed, the Contractor shall return to the site and correct the error.
- c. Accuracy of GPS locations shall be sub 5 meter CEP. The PDOP value must remain below 8 for the entire session and should be below 6 for the majority of the session. Set log DOP = Yes, to insure this data is recorded in the files. All files shall be submitted to the BLM differentially corrected to base stations within 300 miles of field sites. Submitted data shall be in an electronic format (Arcview export files (DOS) Shape files) and be collected as follows:

Datalogger Requirements:

Coordinates - UTM

Datum - N-Am.1927CONUSmv

Units - Meters Set Log DOP - Yes

Export Requirements:

Format - Arcview Shape file

System - DOS Files

Attributes- Attribute Value

Position Filter - Filter by GPS Position Info

3D (4 or more SV's)

Max PDOP 8

Coordinate System - Use Export Coordinate System

System-UTM Zone-10 North

Datum-NAD 1927 Conus Coordinate Units - meters Altitude Units - meters Altitude Reference - HAE Export Coordinates as - XY

- d. A minimum 20-minute attempt shall be made to try to achieve sub 5 meter accuracy. If, after 20 minutes, the accuracy achieved is 15 hits, this will be acceptable. If after 20 minutes, an accurate GPS point at plot center cannot be achieved, attempt an offset reading with distance and compass bearing. Offsets will be discussed at the prework conference. Coordinates shall be generated from the offset, and included in the GPS data.
- e. At two-week intervals for the duration of the contract, provide the COR with: 1) one copy of completed and proofed survey forms and maps for each visit, 2) resin duct samples. All data entries recording the presence of resin ducts shall have a corresponding sample. A designated time and location for submissions will be established during the Prework Conference.
- f. All GPS files will be differentially corrected, converted to Arcview shapefiles, and submitted to the COR within two weeks of the completion of each task order.
- g. Bi-weekly progress reports are not required during periods of time when no activity is occurring under the contract. Provide a proposed schedule of work to the COR at least one week prior to re-commencing activities under the contract.
- h. All reports and maps shall be clear and reproducible on a black-and-white copy machine. All submittals shall be reviewed by the Contractor to ensure completeness, legibility and consistency in style before submitting to the COR.
- i. Document State or Federally listed, sensitive or protected wildlife, or any other survey and manage species, or archaeological sites, as encountered, on wildlife observation forms with locations shown on an attached survey map.

C.5.2 **Subitem B - Tree Climbing**

C.5.2.1 Field Work

a. The COR will designate trees with "unknown nests" selected for climbing.

- b. Climb the designated tree and locate the nest. If the nest exhibits evidence of a red tree vole, collect a sample of the resin ducts in a plastic zip-lock baggie. The baggie shall be clearly labeled with date, location (tree identification number) and surveyor initials. Samples of any other nest material that may define species occupation shall be collected in a labeled zip-lock baggie. These samples of resin ducts and nest material shall be submitted to the COR with Form No. 3 (see C.5.2.2.a). The tree shall be marked and GPS location taken as described in C.5.1.1.d. If a GPS location is unable to be collected, an accurate location shall be generated in an Arcview shapefile by offsetting from reliable field locations.
- c. Care shall be taken to minimize disturbance of all nests found, whether they are mammals or birds.
- d. Hang a flag that is easily visible from the ground, near the inspected nest, or on the lower branches of the tree if no nest is observed to document climbed trees and inspected nests.

C.5.2.2 Documentation

- a. The latest version of "Red Tree Vole Nest Tree and Nest Data Protocol Form" (See Protocol Form No. 3 in Section J) shall be completed for each tree climbed, to include observation notes, even if evidence of red tree voles is not found. Observation notes may include nest structures observed in other surrounding trees and nest status determinations made by the observer (see Protocol Form No. 2 in Section J).
- b. At two-week intervals for the duration of the contract, provide the COR with:
 - 1) one copy of completed and proofed Forms No. 2 and 3
 - 2) completed maps
 - 3) samples of resin ducts and nest material
- c. All GPS files will be differentially corrected, converted to Arcview shapefiles, and submitted to the COR within 2 weeks of the completion of each task order.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE

(AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.1.0 QUALITY ASSURANCE PLAN/INSPECTION

- E.1.1 The COR and/or the PI will inspect a minimum of 10% of completed survey areas and trees climbed, all maps, all forms, and all electronic data as a basis for acceptance of work, and provide recommendations to improve work quality while work is in progress. The Contractor shall provide quality control measures to assure compliance with contract specifications.
- E.1.2 Resin duct and other nest samples, and all required documentation of completed survey areas and trees climbed shall be submitted to the COR at the appointed time(s). The COR or PI will inspect all documentation for legibility, completeness and consistency in reporting style, and inspect GPS and data dictionary information for correctness.

E.2.0 ACCEPTANCE

E.2.1 <u>Field Surveys</u>

- E.2.1.1 Field surveys shall be sufficient to satisfy all requirements as specified in C.5.0 Specific Tasks.
- E.2.1.2 Any area or portion thereof (to include climbing trees) shall be reworked if the terms of the specifications were not met. If the inspection reveals the need for rework, the COR will notify the Contractor immediately in writing. All rework must be completed prior to proceeding to new areas.
- E.2.2 <u>Documentation</u> All required documentation shall be sufficient to satisfy all requirements as specified in C.5.0 Specific Tasks. Any submittals not meeting these requirements will be returned and re-done.

E.3.0 PAYMENT

E.3.1 Subitem A - Red Tree Vole Surveys

- E.3.1.1 Payment will be made for the number of acres completed and accepted at the unit price as stated in each task order, for completed units.
- E.3.1.2 Upon completion and acceptance of surveys to protocol, the COR will initiate payment in the amount of one hundred (100) percent of the unit price times the number of acres surveyed up to the total quantity listed in the task order.

E.3.2 Subitem B - Tree Climbing

- E.3.2.1 Payment will be made for the number of trees climbed and accepted at the unit price as stated in each task order
- E.3.2.2 Upon completion and acceptance of trees climbed and all required documentation, the COR will initiate payment in the amount of one hundred (100) percent of the unit price times the number of trees climbed up to the total quantity listed in the task order, for completed units.
- E.3.3 Final payment under the contract will not be made until all Government-furnished property not utilized during performance of the contract has been returned as directed by the COR.
- E.3.4 <u>Measurement of Treatment Areas</u> Survey area acreage is determined from GIS computer mapping data, and is based on horizontal measurement.

E.3.5 Remeasurement of Treatment Areas

- E.3.5.1 The Contractor may, at any time during the course of the contract, request in writing to the CO remeasurement of any survey area if they feel that the acreage stated in the contract and on the project maps is incorrect.
- E.3.5.2 If remeasurement indicates that a variance of 5% or less exists, the Contractor shall pay for the actual cost of the remeasurement. Payment for the treatment area will be based on the acreage stated in the task order.
- E.3.5.3 If remeasurement indicates that the actual acreage variance is more than 5% of that shown in the task order, payment for the treatment area will be based on the remeasured acreage. The cost for remeasurement will be incurred by the Government.

SECTION F - DELIVERY/PERFORMANCE

F.1.0 CONTRACT TIME

The Contractor shall begin work within three (3) calendar days from the effective date of the notice to proceed if climatic parameters remain within set protocol standards. The Contractor shall continue performance of the work under the contract without delay or interruption except by causes beyond his control as defined in the contract clauses of the contract, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified in each task order.

F.2.0 TASK ORDERS

Task Orders may be placed throughout the contract by the CO at the prices listed on the Schedule of Items. COs for agencies identified on the Schedule of Items may also place orders.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

The "Contracting Officer's Representative (COR)" is the on-the-ground administrator for the Contracting Officer.

G.2.0 PROJECT INSPECTOR DEFINITION

"Project Inspector" means the person designated by the COR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

G.3.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE AND PROJECT INSPECTOR

- G.3.1 The COR's authorities and responsibilities are defined in the COR's Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.
- G.3.2 The Project Inspector is responsible for checking the Contractor's compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

G.4.0 NOTICE TO PROCEED

- G.4.1 After award of contract, the COR will issue to the Contractor a written notice to proceed. Issuance of the notice may be delayed for a reasonable time, at the discretion of the Government, if adverse soil, vegetative, or climatological conditions exist.
- G.4.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Contract time starts on the effective date of the notice to proceed.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Sunday unless mutually agreed upon.

H.2.0 PROSECUTION OF THE WORK

- H.2.1 The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual work will be completed.
- H.2.2 If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.
- H.2.3 The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be working in an unsafe manner.

H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

- H.3.1 Environmental The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been.included in the contract time for short term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.
- H.3.2 Endangered Species The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

H.5.0 SUBCONTRACTS

If the contractor desires to subcontract any work under the contract, it shall obtain the Contracting Officer's written consent. The request to subcontract shall contain the following information:

- a. Name of subcontractor
- b. Description and amount of supplies or services to be subcontracted. The Contractor shall insert in any subcontracts all applicable clauses contained in the contract

H.6.0 RESTORATION OF RESOURCES

- H.6.1 Cleanup The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.
- H.6.2 Access Roads Public or private access roads damaged by the Contractor shall be restored, at his expense, to the same condition they were in at the commencement of work.

H.7.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of Closed Fire Season, the Contractor shall comply with all applicable State laws relating to fire prevention and with all special conditions of work as directed by the COR.

H.8.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

- H.8.1 Improper disposal includes, but is not limited to, the wrongful ditching, hiding or burying of Government-furnished material (GFM). The Government may, by issuance of a written order, suspend the Contractor's right to proceed for improper disposal of GFM. The Contractor may be required to remove from the contract site any individuals involved in the improper disposal of GFM.
- H.8.2 The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs.

SECTION I - NEGOTIATED SERVICE CLAUSES

(current through Federal Acquisition Circular 01-07)
* Asterisked clauses are included in full text.

52.203-3 Gratuities (APR 1984) 52.203-6 Covenant Against Contingent Fees (APR 1984) 52.203-7 Restrictions on Subcontractor Sales to the Government (JUL 1995) 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997) 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000) (JUN 1997) 52.204-4 Printed or Copied Double-Sided on Recycled Paper Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUN 1999) (JUL 1995) 52.215-2 Audit and Records - Negotiation (JUN 1999) (JUN 1999) 52.215-3 Audit and Records - Negotiation (JUN 1999) (OCT 1997) 52.215-10 Price Reduction for Defective Cost or Pricing Data. (OCT 1997) (OCT 1997) 52.215-11 Price Reduction for Defective Cost or Pricing Data. (OCT 1997) (OCT 1997) 52.215-12 Subcontractor Cost or Pricing Data - Modifications (OCT 1997) (OCT 1997) 52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 1997) (OCT 1997) <	52.202-1*	Definitions	(DEC 2001)
52.203-5 Covenant Against Contingent Fees (APR 1984) 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995) 52.203-7 Anti-Kickback Procedures (JUL 1995) 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997) 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997) 6.204-4 Printed or Copied Double-Sided on Recycled Paper Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarrment (JUL 1995) 52.215-2 Audit and Records - Negotiation (JUN 1999) 52.215-8 Order of Precedence (OCT 1997) 52.215-10 Price Reduction for Defective Cost or Pricing Data. (OCT 1997) 52.215-11 Price Reduction For Defective Cost or Pricing Data. (OCT 1997) 52.215-12 Subcontractor Cost or Pricing Data - Modifications (OCT 1997) 52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 1997) 52.215-16 Fecilities Capital Cost of Money (OCT 1997)	52.203-3	Gratuities	(APR 1984)
52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995) (JUL 1995) 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997) (JAN 1997) 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997) (JAN 1997) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000) (JUN 1997) 52.204-4 Printed or Copied Double-Sided on Recycled Paper With Contractors Debarred, Suspended, or Proposed for Debarment With Contractors Debarred, Suspended, or Proposed for Debarment (JUN 1999) (JUL 1995) 52.215-2 Audit and Records - Negotiation (JUN 1999) (JUN 1999) 52.215-8* Order of Precedence (OCT 1997) (OCT 1997) 52.215-10 Price Reduction for Defective Cost or Pricing Data. (OCT 1997) (OCT 1997) 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997) (OCT 1997) 52.215-13 Subcontractor Cost or Pricing Data (OCT 1997) (OCT 1997) 52.215-15 Pension Adjustments and Asset Reversions (OCT 1997) (OCT 1997) 52.215-16 Facilities Capital Cost of Money (OCT 1997) (OCT 1997) 52.216-18* Ordering (OCT 1995) (OCT 1995) </td <td>52.203-5</td> <td>Covenant Against Contingent Fees</td> <td></td>	52.203-5	Covenant Against Contingent Fees	
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997) 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000) 52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000) 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995) 52.215-2 Audit and Records - Negotiation (JUN 1999) 52.215-8* Order of Precedence (OCT 1997) 52.215-10 Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997) 52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997) 52.215-12 Subcontractor Cost or Pricing Data - Modifications (OCT 1997) 52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 1997) 52.215-16 Facilities Capital Cost of Money (OCT 1997) 52.215-17 Pension Adjustments and Asset Reversions (DEC 1998) 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (OCT 1997) 52.216-18* Order Limitations (OCT 1995) 52.216-19* Order Limitations (OCT 1995) 52.216-22* Indefinite Quantity (OCT 1995) 52.219-8 Utilization of Small Business Set-Aside (Applicable if so noted on Schedule of Items.) 52.219-8 Utilization of Small Business Concerns (OCT 2000) 52.222-1 Limitations on Subcontracting (DEC 1996) 6Applicable only if project is set aside for small businesses.) 52.222-2 Convict Labor (AUG 1996) 52.222-2 Contract Work Hours and Safety Standards Act Overtime Compensation (SEP 2000) 52.222-21 Prohibition of Segregated Facilities (FEB 1999) 52.222-26 Equal Opportunity (APR 2002) 52.222-25 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)	52.203-6		(JUL 1995)
Illegal or Improper Activity	52.203-7	Anti-Kickback Procedures	(JUL 1995)
Illegal or Improper Activity	52.203-8	Cancellation, Rescission, and Recovery of Funds for	
Limitation on Payments to Influence Certain Federal Transactions (JUN 1997) (Applicable to contracts exceeding \$100,000) Printed or Copied Double-Sided on Recycled Paper Printed or Copied Double-Sided on Recycled Paper Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment Audit and Records - Negotiation (JUN 1995)			(JAN 1997)
Federal Transactions (Applicable to contracts exceeding \$100,000) 52.204-4 Printed or Copied Double-Sided on Recycled Paper Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment With Contractors Debarred, Suspended, or Proposed for Debarment 52.215-2 Audit and Records - Negotiation (JUN 1999) 52.215-8* Order of Precedence OCT 1997) 52.215-10 Price Reduction for Defective Cost or Pricing Data. Price Reduction for Defective Cost or Pricing Data. OCT 1997) 52.215-12 Subcontractor Cost or Pricing Data - Modifications COCT 1997) 52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 1997) 52.215-15 Pension Adjustments and Asset Reversions DEC 1998) 52.215-16 Facilities Capital Cost of Money COCT 1997) 52.216-18* Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions Ordering COCT 1995) 52.216-19* Order Limitations Order Limitations OCT 1995) 52.216-22* Indefinite Quantity OCT 1995) 52.219-6 Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.) 52.219-8 Utilization of Small Business Concerns (OCT 2000) 52.222-3 Convict Labor Contract Work Hours and Safety Standards Act-Overtime Compensation 52.222-21 Prohibition of Segregated Facilities FEB 1999 52.222-25 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
(Applicable to contracts exceeding \$100,000) 52.204-4 Printed or Copied Double-Sided on Recycled Paper Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUN 1995) 52.215-2 Audit and Records - Negotiation (JUN 1999) 52.215-8* Order of Precedence (OCT 1997) 52.215-10 Price Reduction for Defective Cost or Pricing Data. (OCT 1997) 52.215-11 Price Reduction for Defective Cost or Pricing Data. (OCT 1997) 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997) 52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 1997) 52.215-14 Pension Adjustments and Asset Reversions (DEC 1998) 52.215-15 Pension Adjustment of Plans for Postretirement Benefits Other Than Pensions (OCT 1997) 52.216-18* Ordering (OCT 1997) 52.216-19* Order Limitations (OCT 1995) 52.216-22* Indefinite Quantity (OCT 1995) 52.219-6 Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.) 52.219-8 Utilization of Small Business Concerns (OCT 2000) 52.219-14* Limitations on Subcontracting (DEC 1996) (Applicable only if project is set aside for small businesses.) 52.222-3 Convict Labor (AUG 1996) 52.222-4 Contract Work Hours and Safety Standards Act Overtime Compensation (SEP 2000) 52.222-21 Prohibition of Segregated Facilities (FEB 1999) 52.222-25 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)	52.203-12	Limitation on Payments to Influence Certain	
52.204-4 Printed or Copied Double-Sided on Recycled Paper Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995) 52.215-2 Audit and Records - Negotiation (JUN 1999) 52.215-8* Order of Precedence (OCT 1997) 52.215-10 Price Reduction for Defective Cost or Pricing Data. (OCT 1997) 52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997) 52.215-12 Subcontractor Cost or Pricing Data - Modifications (OCT 1997) 52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 1997) 52.215-14 Facilities Capital Cost of Money (OCT 1997) 52.215-15 Pension Adjustments and Asset Reversions (DEC 1998) 52.215-16 Facilities Capital Cost of Money (OCT 1997) 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (OCT 1997) 52.216-18* Ordering (OCT 1995) 52.216-19* Order Limitations (OCT 1995) 52.216-22* Indefinite Quantity (OCT 1995) 52.219-6 Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.) 52.219-8 Utilization of Small Business Concerns (OCT 2000) 52.2219-14* Limitations on Subcontracting (DEC 1996) (Applicable only if project is set aside for small businesses.) 52.222-3 Convict Labor (AUG 1996) 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000) 52.222-21 Prohibition of Segregated Facilities (FEB 1999) 52.222-25 Equal Opportunity (APR 2002) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)		Federal Transactions	(JUN 1997)
Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995) S2.215-2		(Applicable to contracts exceeding \$100,000)	
With Contractors Debarred, Suspended, or Proposed for Debarment 52.215-2 Audit and Records - Negotiation (JUN 1999) 52.215-8* Order of Precedence (OCT 1997) 52.215-10 Price Reduction for Defective Cost or Pricing Data. (OCT 1997) 52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997) 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997) 52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 1997) 52.215-15 Pension Adjustments and Asset Reversions (DEC 1998) 52.215-16 Facilities Capital Cost of Money (OCT 1997) 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (OCT 1995) 52.216-19* Ordering (OCT 1995) 52.216-19* Order Limitations (OCT 1995) 52.216-22* Indefinite Quantity (OCT 1995) 52.219-6 Notice of Total Small Business Set-Aside (JUL 1996) (Applicable if so noted on Schedule of Items.) 52.219-8 Utilization of Small Business Concerns (OCT 2000) 52.219-14* Limitations on Subcontracting (DEC 1996) (Applicable only if project is set aside for small businesses.) 52.222-3 Convict Labor (AUG 1996) 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000) 52.222-21 Prohibition of Segregated Facilities (FEB 1999) 52.222-25 Equal Opportunity (APR 2002) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)	52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
for Debarment 52.215-2 Audit and Records - Negotiation GJUN 1999) 52.215-8* Order of Precedence OCT 1997) 52.215-10 Price Reduction for Defective Cost or Pricing Data. OCT 1997) 52.215-11 Price Reduction for Defective Cost or Pricing Data. OCT 1997) 52.215-12 Data - Modifications OCT 1997) 52.215-13 Subcontractor Cost or Pricing Data - Modifications OCT 1997) 52.215-15 Pension Adjustments and Asset Reversions OCT 1997) 52.215-16 Facilities Capital Cost of Money OCT 1997) 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions OCT 1997) 52.216-18* Ordering OCT 1995) 52.216-19* Order Limitations OCT 1995) 52.216-22* Indefinite Quantity OCT 1995) 52.219-6 Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.) 52.219-14* Limitations on Subcontracting OCT 2000) 6Applicable only if project is set aside for small businesses.) 52.222-3 Convict Labor Overtime Compensation SEP 2000) 52.222-1 Prohibition of Segregated Facilities FEB 1999 52.222-25 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era OCT 1997) GOCT 1995) GOCT 2001	52.209-6	Protecting the Government's Interest When Subcontracting	.)
52.215-2 Audit and Records - Negotiation (JUN 1999) 52.215-8* Order of Precedence (OCT 1997) 52.215-10 Price Reduction for Defective Cost or Pricing Data. (OCT 1997) 52.215-11 Price Reduction for Defective Cost or Pricing Data. (OCT 1997) 52.215-12 Subcontractor Cost or Pricing Data - Modifications (OCT 1997) 52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 1997) 52.215-15 Pension Adjustments and Asset Reversions (DEC 1998) 52.215-16 Facilities Capital Cost of Money (OCT 1997) 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (OCT 1997) 52.216-18* Ordering (OCT 1995) 52.216-19* Order Limitations (OCT 1995) 52.216-22* Indefinite Quantity (OCT 1995) 52.219-6 Notice of Total Small Business Set-Aside (JUL 1996) (Applicable if so noted on Schedule of Items.) 52.219-8 Utilization of Small Business Concerns (OCT 2000) 52.219-14* Limitations on Subcontracting (DEC 1996) 6(Applicable only if project is set aside for small businesses.) 52.222-3 Convict Labor (AUG 1996) 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000) 52.222-21 Prohibition of Segregated Facilities (FEB 1999) 52.222-25 Equal Opportunity (APR 2002) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)		With Contractors Debarred, Suspended, or Proposed	
52.215-8* Order of Precedence (OCT 1997) 52.215-10 Price Reduction for Defective Cost or Pricing Data. (OCT 1997) 52.215-11 Price Reduction for Defective Cost or Pricing Data (OCT 1997) 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997) 52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 1997) 52.215-15 Pension Adjustments and Asset Reversions (DEC 1998) 52.215-16 Facilities Capital Cost of Money (OCT 1997) 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (OCT 1997) 52.216-18* Order Limitations (OCT 1995) 52.216-19* Order Limitations (OCT 1995) 52.216-22* Indefinite Quantity (OCT 1995) 52.219-6 Notice of Total Small Business Set-Aside (JUL 1996) (Applicable if so noted on Schedule of Items.) 52.219-8 Utilization of Small Business Concerns (OCT 2000) 52.219-14* Limitations on Subcontracting (DEC 1996) (Applicable only if project is set aside for small businesses.) 52.222-3 Convict Labor (AUG 1996) 52.222-4 Contract Work Hours and Safety Standards Act Overtime Compensation (SEP 2000) 52.222-21 Prohibition of Segregated Facilities (FEB 1999) 52.222-26 Equal Opportunity (APR 2002) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)		for Debarment	(JUL 1995)
52.215-10Price Reduction for Defective Cost or Pricing Data.(OCT 1997)52.215-11Price Reduction for Defective Cost or Pricing Data - Modifications(OCT 1997)52.215-12Subcontractor Cost or Pricing Data - Modifications(OCT 1997)52.215-13Subcontractor Cost or Pricing Data - Modifications(OCT 1997)52.215-15Pension Adjustments and Asset Reversions(DEC 1998)52.215-16Facilities Capital Cost of Money(OCT 1997)52.215-18Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions(OCT 1997)52.216-18*Ordering(OCT 1995)52.216-19*Order Limitations(OCT 1995)52.216-22*Indefinite Quantity(OCT 1995)52.219-6Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)(JUL 1996)52.219-8Utilization of Small Business Concerns(OCT 2000)52.219-14*Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)(DEC 1996)52.222-3Convict Labor Contract Work Hours and Safety Standards Act - 	52.215-2	Audit and Records - Negotiation	(JUN 1999)
52.215-11Price Reduction for Defective Cost or Pricing Data - Modifications(OCT 1997)52.215-12Subcontractor Cost or Pricing Data(OCT 1997)52.215-13Subcontractor Cost or Pricing Data - Modifications(OCT 1997)52.215-15Pension Adjustments and Asset Reversions(DEC 1998)52.215-16Facilities Capital Cost of Money(OCT 1997)52.215-18Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions(OCT 1997)52.216-18*Ordering(OCT 1995)52.216-19*Order Limitations(OCT 1995)52.216-22*Indefinite Quantity(OCT 1995)52.219-6Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)(JUL 1996)52.219-8Utilization of Small Business Concerns(OCT 2000)52.219-14*Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)(DEC 1996)52.222-3Convict Labor Overtime Compensation(AUG 1996)52.222-4Contract Work Hours and Safety Standards Act - Overtime Compensation(SEP 2000)52.222-26Equal Opportunity Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era(DEC 2001)	52.215-8*	Order of Precedence	(OCT 1997)
Data - Modifications (OCT 1997) 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997) 52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 1997) 52.215-15 Pension Adjustments and Asset Reversions (DEC 1998) 52.215-16 Facilities Capital Cost of Money (OCT 1997) 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (OCT 1997) 52.216-18* Ordering (OCT 1995) 52.216-19* Order Limitations (OCT 1995) 52.216-22* Indefinite Quantity (OCT 1995) 52.219-6 Notice of Total Small Business Set-Aside (JUL 1996) (Applicable if so noted on Schedule of Items.) 52.219-8 Utilization of Small Business Concerns (OCT 2000) 52.219-14* Limitations on Subcontracting (DEC 1996) (Applicable only if project is set aside for small businesses.) 52.222-3 Convict Labor (AUG 1996) 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000) 52.222-21 Prohibition of Segregated Facilities (FEB 1999) 52.222-26 Equal Opportunity (APR 2002) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)	52.215-10	Price Reduction for Defective Cost or Pricing Data.	(OCT 1997)
52.215-12Subcontractor Cost or Pricing Data(OCT 1997)52.215-13Subcontractor Cost or Pricing Data - Modifications(OCT 1997)52.215-15Pension Adjustments and Asset Reversions(DEC 1998)52.215-16Facilities Capital Cost of Money(OCT 1997)52.215-18Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions(OCT 1997)52.216-18*Ordering(OCT 1995)52.216-19*Order Limitations(OCT 1995)52.216-22*Indefinite Quantity(OCT 1995)52.219-6Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)(JUL 1996)52.219-8Utilization of Small Business Concerns(OCT 2000)52.219-14*Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)(DEC 1996)52.222-3Convict Labor Overtime Compensation(AUG 1996)52.222-4Contract Work Hours and Safety Standards Act - Overtime Compensation(SEP 2000)52.222-21Prohibition of Segregated Facilities(FEB 1999)52.222-25Equal Opportunity Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era(DEC 2001)	52.215-11		
52.215-13Subcontractor Cost or Pricing Data - Modifications(OCT 1997)52.215-15Pension Adjustments and Asset Reversions(DEC 1998)52.215-16Facilities Capital Cost of Money(OCT 1997)52.215-18Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions(OCT 1997)52.216-18*Ordering(OCT 1995)52.216-19*Order Limitations(OCT 1995)52.216-22*Indefinite Quantity(OCT 1995)52.219-6Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)(JUL 1996)52.219-8Utilization of Small Business Concerns(OCT 2000)52.219-14*Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)(DEC 1996)52.222-3Convict Labor Overtime Compensation(AUG 1996)52.222-4Contract Work Hours and Safety Standards Act - Overtime Compensation(SEP 2000)52.222-26Equal Opportunity Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era(DEC 2001)		Data - Modifications	(OCT 1997)
52.215-15 Pension Adjustments and Asset Reversions (DEC 1998) 52.215-16 Facilities Capital Cost of Money (OCT 1997) 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (OCT 1997) 52.216-18* Ordering (OCT 1995) 52.216-19* Order Limitations (OCT 1995) 52.216-22* Indefinite Quantity (OCT 1995) 52.219-6 Notice of Total Small Business Set-Aside (JUL 1996) (Applicable if so noted on Schedule of Items.) 52.219-8 Utilization of Small Business Concerns (OCT 2000) 52.219-14* Limitations on Subcontracting (DEC 1996) (Applicable only if project is set aside for small businesses.) 52.222-3 Convict Labor (AUG 1996) 52.222-4 Contract Work Hours and Safety Standards Act Overtime Compensation (SEP 2000) 52.222-21 Prohibition of Segregated Facilities (FEB 1999) 52.222-26 Equal Opportunity (APR 2002) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)	52.215-12	Subcontractor Cost or Pricing Data	(OCT 1997)
52.215-16Facilities Capital Cost of Money(OCT 1997)52.215-18Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions(OCT 1997)52.216-18*Ordering(OCT 1995)52.216-19*Order Limitations(OCT 1995)52.216-22*Indefinite Quantity(OCT 1995)52.219-6Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)(JUL 1996)52.219-8Utilization of Small Business Concerns(OCT 2000)52.219-14*Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)(DEC 1996)52.222-3Convict Labor Overtime Compensation(AUG 1996)52.222-4Contract Work Hours and Safety Standards Act - Overtime Compensation(SEP 2000)52.222-21Prohibition of Segregated Facilities(FEB 1999)52.222-26Equal Opportunity Equal Opportunity(APR 2002)52.222-35Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era(DEC 2001)	52.215-13	Subcontractor Cost or Pricing Data - Modifications	` /
S2.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (OCT 1997) 52.216-18* Ordering (OCT 1995) 52.216-19* Order Limitations (OCT 1995) 52.216-22* Indefinite Quantity (OCT 1995) 52.219-6 Notice of Total Small Business Set-Aside (JUL 1996) (Applicable if so noted on Schedule of Items.) 52.219-8 Utilization of Small Business Concerns (OCT 2000) 52.219-14* Limitations on Subcontracting (DEC 1996) (Applicable only if project is set aside for small businesses.) 52.222-3 Convict Labor (AUG 1996) 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000) 52.222-21 Prohibition of Segregated Facilities (FEB 1999) 52.222-26 Equal Opportunity (APR 2002) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)	52.215-15		(DEC 1998)
Postretirement Benefits Other Than Pensions (OCT 1997) 52.216-18* Ordering (OCT 1995) 52.216-19* Order Limitations (OCT 1995) 52.216-22* Indefinite Quantity (OCT 1995) 52.219-6 Notice of Total Small Business Set-Aside (JUL 1996)	52.215-16	Facilities Capital Cost of Money	(OCT 1997)
52.216-18* Ordering (OCT 1995) 52.216-19* Order Limitations (OCT 1995) 52.216-22* Indefinite Quantity (OCT 1995) 52.219-6 Notice of Total Small Business Set-Aside (JUL 1996)	52.215-18	g .	
52.216-19* Order Limitations (OCT 1995) 52.216-22* Indefinite Quantity (OCT 1995) 52.219-6 Notice of Total Small Business Set-Aside (JUL 1996)		Postretirement Benefits Other Than Pensions	` /
52.216-22*Indefinite Quantity(OCT 1995)52.219-6Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)(JUL 1996)52.219-8Utilization of Small Business Concerns(OCT 2000)52.219-14*Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)(DEC 1996)52.222-3Convict Labor Overtime Compensation(AUG 1996)52.222-4Contract Work Hours and Safety Standards Act - Overtime Compensation(SEP 2000)52.222-21Prohibition of Segregated Facilities(FEB 1999)52.222-26Equal Opportunity Equal Opportunity(APR 2002)52.222-35Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era(DEC 2001)			(OCT 1995)
52.219-6 Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.) 52.219-8 Utilization of Small Business Concerns (OCT 2000) 52.219-14* Limitations on Subcontracting (DEC 1996) (Applicable only if project is set aside for small businesses.) 52.222-3 Convict Labor (AUG 1996) 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000) 52.222-21 Prohibition of Segregated Facilities (FEB 1999) 52.222-26 Equal Opportunity (APR 2002) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)			` /
(Applicable if so noted on Schedule of Items.) 52.219-8 Utilization of Small Business Concerns (OCT 2000) 52.219-14* Limitations on Subcontracting (Applicable only if project is set aside for small businesses.) 52.222-3 Convict Labor Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000) 52.222-21 Prohibition of Segregated Facilities (FEB 1999) 52.222-26 Equal Opportunity (APR 2002) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)		•	` /
52.219-8 Utilization of Small Business Concerns (OCT 2000) 52.219-14* Limitations on Subcontracting (Applicable only if project is set aside for small businesses.) 52.222-3 Convict Labor Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000) 52.222-21 Prohibition of Segregated Facilities (FEB 1999) 52.222-26 Equal Opportunity (APR 2002) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)	52.219-6	Notice of Total Small Business Set-Aside	(JUL 1996)
52.219-14* Limitations on Subcontracting (Applicable only if project is set aside for small businesses.) 52.222-3 Convict Labor (AUG 1996) 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000) 52.222-21 Prohibition of Segregated Facilities (FEB 1999) 52.222-26 Equal Opportunity (APR 2002) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)			
(Applicable only if project is set aside for small businesses.) 52.222-3 Convict Labor (AUG 1996) 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000) 52.222-21 Prohibition of Segregated Facilities (FEB 1999) 52.222-26 Equal Opportunity (APR 2002) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)			,
52.222-3 Convict Labor (AUG 1996) 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000) 52.222-21 Prohibition of Segregated Facilities (FEB 1999) 52.222-26 Equal Opportunity (APR 2002) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)	52.219-14*		` /
52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000) 52.222-21 Prohibition of Segregated Facilities (FEB 1999) 52.222-26 Equal Opportunity (APR 2002) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)		· • • •	*
Overtime Compensation (SEP 2000) 52.222-21 Prohibition of Segregated Facilities (FEB 1999) 52.222-26 Equal Opportunity (APR 2002) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)			(AUG 1996)
52.222-21 Prohibition of Segregated Facilities (FEB 1999) 52.222-26 Equal Opportunity (APR 2002) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)	52.222-4		
52.222-26 Equal Opportunity (APR 2002) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)		±	
52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)		<u> </u>	` /
Veterans of the Vietnam Era (DEC 2001)		1 11 2	(APR 2002)
,	52.222-35		
52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)			` /
	52.222-36	Attirmative Action for Workers with Disabilities	(JUN 1998)

52.222-37	Employment Reports on Disabled Veterans and	
02.222 07	Veterans of the Vietnam Era	(DEC 2001)
52.222-41	Service Contract Act of 1965, as Amended	(MAY 1989)
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)
52.222-44	Fair Labor Standards Act and Service Contract	()
	Act-Price Adjustment	(FEB 2002)
52.223-6	Drug-Free Workplace	(MAR 2001)
52.223-14	Toxic Chemical Release Reporting	(OCT 1996)
	(Applicable if contract exceeds \$100,000.)	(
52.225-1	Buy American Act - Supplies	(MAY 2002)
52.225-13	Restrictions on Certain Foreign Purchases	(JUL 2000)
52.227-1	Authorization and Consent	(JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and	(002 1550)
0=.==, =	Copyright Infringement	(AUG 1996)
52.228-1*	Bid Guarantee	(SEP 1996)
02.220 1	(Applicable if guarantees required. See Schedule of Items	,
52.228-2	Additional Bond Security	(OCT 1997)
02.220 2	(Applicable if bonds required. See Schedule of Items.)	(361 1337)
52.228-5	Insurance-Work on a Government Installation	(JAN 1997)
02.220	(Applicable if DIAR 1452.228-70 is included.)	(0111(1))))
52.228-11*	Pledges of Assets	(FEB 1992)
02.220 11	(Applicable if bonds required. See Schedule of Items.)	(122 1))2)
52.228-14	Irrevocable Letter of Credit	(DEC 1999)
02.220 11	(Applicable if bonds required. See Schedule of Items.)	(BEC 1999)
52.229-3	Federal, State, and Local Taxes	(JAN 1991)
52.229-4	Federal, State, and Local Taxes	(07111 (1991)
	(Noncompetitive Contract)	(JAN 1991)
52.229-5	Taxes - Contracts Performed in U.S. Possessions	(0121 (2552)
0 = 1 = 2	or Puerto Rico	(APR 1984)
52.232-1*	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment	(FEB 2002)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25*	Prompt Payment	(FEB 2002)
52.232-34*	Payment by Electronic Funds Transfer - Other Than	,
	Central Contractor Registration	(MAY 1999)
52.233-1*	Disputes Alternate I (DEC 1991)	(DEC 1998)
52.233-3	Protest After Award	(AUG 1996)
52.236-6*	Superintendence by the Contractor	(APR 1984)
52.236-7*	Permits and Responsibilities	(NOV 1991)
52.242-13	Bankruptcy	(JUL 1995)
52.242-14*	Suspension of Work	(APR 1984)
52.243-1*	Changes - Fixed-Price (AUG 1987) Alternate I	(APR 1984)
52.244-6	Subcontracts for Commercial Items	(MAR 2001)
		, ,

52.245-4	Government-Furnished Property (Short Form)	(APR 1984)
52.246-25	Limitation of Liability - Services	(FEB 1997)
52.248-1	Value Engineering	(FEB 2000)
52.249-4*	Termination for Convenience of the	
	Government (Services) (Short form)	(APR 1984)
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS

(DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

52.216-18 ORDERING

(OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for three years from the date of award.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, or by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS

(OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) Maximum order. The Contractor is not obligated to honor-

- (1) Any order for single item in excess of \$100,000.
- (2) Any order for a combination of items in excess of \$150,000.
- (3) A series of orders from the same ordering office within 21 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY.

(OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year following the last date that task orders may be placed.

52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for a least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

(MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

Employee class Monetary wage-Fringe benefits

[See Section J] [See Section J]

52.228-1 BID GUARANTEE

(SEP 1996)

(Applicable if guarantees required. See Schedule of Items.)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the offer due date and time, may be cause for rejection of the offer.
- (b) The offeror shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds (1) to unsuccessful offerors as soon as practicable after the receipt of offers; and (2) to the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.
 - (c) The amount of the bid guarantee shall be 20 percent of the bid price.

- (d) If the successful offeror, upon acceptance of its offer by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the offeror, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the offeror is liable for any cost of acquiring the work that exceeds the amount of its offer, and the bid guarantee is available to offset the difference.

52.228-11 PLEDGES OF ASSETS

(FEB 1992)

(Applicable if bonds required. See Schedule of Items.)

- (a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond-
 - (1) Pledge of assets; and
 - (2) Standard Form 28, Affidavit of Individual Surety.
 - (b) Pledges of assets from each person acting as an individual surety shall be in the form of-
- (1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;
 - (2) A recorded lien on real estate. The offeror will be required to provide-
- (i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owner; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);
 - (ii) Evidence of the amount due under any encumbrance shown in the evidence of title;
- (iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

52.232-1 PAYMENTS

(APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice Payments

- (1) Due Date.
- (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:
- (A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).
- (B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.
- (ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

- (2)(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.
- (3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.
 - (i) Name and address of the Contractor.
- (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (ix) Electronic Funds Transfer (EFT) banking information
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration, or 52.232-34, Payment by Other Than Electronic Funds Transfer Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (x) Any other information or documentation required by the contract (e.g., evidence of shipment).
- (4) Interest penalty. The designated payment office will pay an interest penalty automatically without request from the contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
 - (i) The designated billing office received a proper invoice.
- (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

- (5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement

does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

- (b) Contract Financing Payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
- (d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- (MAY 1999) OTHER THAN CENTRAL CONTRACTOR REGISTRATION

- (a) Method of payment.
- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).
 - (b) Mandatory submission of Contractor's EFT information.
- (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
 - (d) Suspension of payment.
- (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
 - (e) Liability for uncompleted or erroneous transfers.
- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the

assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
 - (1) The contract number (or other procurement identification number).
 - (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

52.233-1 DISPUTES -- ALTERNATE I (DEC 1991) (DEC 1998)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternate disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from

the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES

(APR 1984)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52 242-14 SUSPENSION OF WORK

(APR 1984)

- (a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) -- ALTERNATE I (APR 1984)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) Description of services to be performed.
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (3) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

- (a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -
- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).
- (2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if

authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

- (b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.
- (f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.
- (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.
- (h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE

(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.arnet.gov/far

SECTION J - LIST OF ATTACHMENTS/EXHIBITS

J-1	WAGE INFORMATION
	CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES
	REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
J-2	MEDFORD DISTRICT BLM RESOURCE AREAS MAP
J-3	SAMPLE TASK ORDER 1, BUTTE FALLS RESOURCE AREA WITH VICINITY AND PROJECT UNIT MAPS
J-4	SAMPLE TASK ORDER 2, GLENDALE RESOURCE AREA WITH VICINITY AND PROJECT UNIT MAPS
J-5	SAMPLE TASK ORDER 3, GRANTS PASS RESOURCE AREA WITH VICINITY AND PROJECT UNIT MAPS
J-6	SAMPLE TASK ORDER 4, ASHLAND RESOURCE AREA WITH VICINITY AND PROJECT UNIT MAPS
I_ 7	SURVEY PROTOCOL FOR THE RED TREE VOLE VERSION 2.0

SAMPLE TASK ORDER 1 BUTTE FALLS RESOURCE AREA

To:		ontractor's Name From From From From From From From From	Bureau of Land Management (952) Branch of Procurement Management P.O. Box 2965 Portland, Oregon 97208				
		ntract No: n Number(s):	<u>Task</u>	Order No:	ice: Medford I		
ITEN NO.	М	UNIT/TREATMENT	QTY	UNIT	UNIT PRICE/AC	TOTAL AMOUNT	
1 1A	RI	ED TREE VOLE SURVEYS West Fork Evans Creek Project Area	125	AC		0.00	
2	TI	REE CLIMBING					
2B1		West Fork Evans Creek Project Area	23	TR		0.00	
2B2		Flounce Around Project Area	44	TR		0.00	
2B 3		Pleasant Creek Project Area	72	TR		0.00	
					TOTAL	0.00	
Item 1:		Performance Time: 3 Calendar Da	-	002			
Item 2:		Estimated Start Work Date: Septer Performance Time: 8 Calendar Date: Septer Estimated Start Work Date: Septe	iys mber 10, 2	2002	******	******	
		g and Appropriation Data: *************	*****	******	******	:*******	
Name o	of C	Ordering Officer					
Orderin	ıg (Officer's Signature Date					

GLENDALE RESOURCE AREA

	ontractor's Name ddress	From:	Bureau of Land Management (952) Branch of Procurement Management P.O. Box 2965 Portland, Oregon 97208			
	ontract No: em Number(s):		Task Ord	ing Office: Med der No: der Date: Augus		
ITEM NO.	UNIT/TREATMENT	QTY	UNIT	UNIT PRICE/AC	TOTAL AMOUNT	
1 R	ED TREE VOLE SURVEYS					
1A	Willy Slide Project Area	387	AC		0.00	
2 T	REE CLIMBING					
2B	Willy Slide Project Area	100	TR		0.00	
				TOTAL	0.00	
Item 1: Item 2: ********	Performance Time: 7 Cale Estimated Start Work Date Performance Time: 5 Cale Estimated Start Work Date ************************************	e: August 25 endar Days e: August 25	5, 2002	******	******	
Accountin	ng and Appropriation Data:					
*****	*********	******	*****	******	*******	
Name of 0	Ordering Officer					
Ordering (Officer's Signature Date					

GRANTS PASS RESOURCE AREA

_	Contractor's Name Address	From:	Branch of P.O. Box	Bureau of Land Management (952) Branch of Procurement Management P.O. Box 2965 Portland, Oregon 97208 Requesting Office: Medford District			
_	Contract No:		Task Ord	_			
ITEM NO.	UNIT/TREATMENT	QTY	UNIT	UNIT PRICE/AC	TOTAL AMOUNT		
1	RED TREE VOLE SURVEYS						
1A	Althouse Project Area	1694	AC		0.00		
2	TREE CLIMBING						
2B	Althouse Project Area	400	TR		0.00		
				TOTAL	0.00		
	Performance Time: 29 Cal Estimated Start Work Date Performance Time: 20 Cal Estimated Start Work Date ***********************************	e: May 15, 2 endar Days e: July 1, 20	2003	*****	******		
*****	**********	*****	*****	*****	*******		
	f Ordering Officer						
Orderin	g Officer's Signature Date						

SAMPLE TASK ORDER 4

ASHLAND RESOURCE AREA

To:		ontractor's Name Idress	From:	Branch o	Bureau of Land Management (952) Branch of Procurement Management P.O. Box 2965 Portland, Oregon 97208			
	_	ntract No: n Number(s):		Task Orc	ng Office: Med ler No: ler Date: May			
ITE NO.		UNIT/TREATMENT	QTY	UNIT	UNIT PRICE/AC	TOTAL AMOUNT		
1	RI	ED TREE VOLE SURVEYS						
1A		China Well Project Area	322	AC		0.00		
2	TI	REE CLIMBING						
2B		China Well Project Area	100	TR		0.00		
					TOTAL	0.00		
Item 1 Item 2 *****	:	Performance Time: 6 Caler Estimated Start Work Date Performance Time: 5 Caler Estimated Start Work Date	: June 1, 20 ndar Days : June 15, 2	2003	****	*****		

		**********	*****	*****	*****	*******		
		Ordering Officer Officer's Signature Date						